

Waterloo

Waterloo Policeman's Protective Assn.

7/1/2006 6/30/2009

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AGREEMENT

THIS AGREEMENT, made this ____ day of _____ 2006, by and between the **CITY OF WATERLOO, IOWA** (hereinafter referred to as the "City"), and the **WATERLOO POLICE PROTECTIVE ASSOCIATION** (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, the parties desire to maintain harmonious relations and to work together for the public safety, and desire further to establish equitable wage scales, and standards and conditions of employment, and to provide for collective bargaining and the arbitration of grievances and disputes, all in accordance with the Public Employees Relations Act.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the City and the Association acting through their duly authorized representatives, hereby agree as follows:

ARTICLE I: DEFINITIONS

For purposes of this agreement, the following definitions shall apply:

1.01: "Association"

Association means the Waterloo Police Protective Association.

1.02: "City"

City means the City of Waterloo.

1.03: "Disciplinary Proceeding"

Disciplinary proceeding means a proceeding charging an infraction or violation of the law or of department rules or regulations commencing with the service of charges and specifications upon an employee.

1.04: "Employee"

Employee means a police officer employed by the Police Department of the City of Waterloo.

1.05: "President"

President means the President of the Waterloo Police Protective Association.

1.06: "Year"

Year shall refer to the City fiscal year that commences July 1 and expires June 30 of any given year.

1.07: "Term"

Term shall be deemed to be a period of time from July 1, 2006, until the 30th day of June 2009, unless otherwise specified in this Agreement.

1.08: "Grievance"

Grievance is a claim presented by an employee(s), or the Association, alleging that there has been a violation, misinterpretation or misapplication of a specific provision(s) of this Collective Bargaining Agreement.

1.09: "Grievant"

An aggrieved person shall be an employee, or the Association, who allegedly possesses a grievance and timely presents same in accordance with the procedures hereinafter set forth.

1.10: "Tour of Duty"

A tour of duty for employees covered by this agreement shall consist of that eight (8) hour period described below plus the immediate fifteen (15) minutes prior to the beginning of the employee's tour of duty which time shall be used for roll call and briefing:

First Shift Patrol & Investigations	7:00 a.m. to 3:00 p.m.
Second Shift Patrol & Investigations	3:00 p.m. to 11:00 p.m.
Third Shift Patrol	11:00 p.m. to 7:00 a.m.
School Resource Officers	7:00 a.m. to 3:00 p.m.

The Department reserves the right to alter the shift times of the School Resource Officers during the school year based on changes in the school schedule. In addition, these shift times apply during the school year and School Resource Officers will be assigned to a basic 8-hour day shift schedule during the summer months with the beginning of the shift normally scheduled at 7:00 a.m. However, the Department has the right to change, with a seventy-two hour notice to the officers affected, the beginning of the shift to anytime between 7:00 a.m. and 10:00 a.m.

Those officers otherwise assigned, who have special assignments within the above listed Divisions, shall have their duty hours assigned prior to being placed in their position and those duty hours shall not be changed without the consent of the officer involved. However, it is recognized by the City and Association that the majority of work assignments other than patrol and normal investigation assignments are usually voluntary rotation assignments and often necessitate flexible hours and a change of the tour of duty with no overtime cost. Failure of the officer to agree to a change of the tour of duty with no overtime cost may be the sole basis for an officer being rotated out of the special assignment.

ARTICLE II: THE ASSOCIATION

The City hereby recognizes the Association as the certified, exclusive and sole bargaining representative of all personnel employed by the City in the Police Department as set forth in PERB Certification Instrument (Case No. 397) issued by the PERB on the 28th day of August, 1975, and amended by Case No. 2145 on the 10th day of February, 1984, which unit is described in the Certification as follows:

INCLUDED: All members of the Waterloo Police Department, including only officers of the rank of Sergeant and below.

EXCLUDED: Chief, Assistant Chief, Captains, Lieutenants, all civilian employees of the Department, all other city employees, and all those excluded by Section 20.4 of the Act.

ARTICLE III: THE CITY

Except as limited by this Agreement, the City reserves the right to determine the standards of service to be offered by its various agencies; to set the standards of selection for employment; to direct its employees; to regulate work schedules; to take disciplinary action; to maintain the efficiency of the governmental operations; to determine the methods, means and personnel by which governmental operations are to be conducted; action to carry out its missions in emergencies; and to exercise complete control and discretion over its organization and technology of performing its work and retaining all other such prerogatives not specified in this Agreement.

ARTICLE IV: ASSOCIATION ACTIVITIES

4.01: Interference with Employee's Rights

There shall be no interference with the right of employees to become or continue as members of the Association.

4.02: Discrimination

There shall be no discrimination, restraining or coercion against any employee because of membership in or lawful activities on behalf of the Association.

4.03: Prohibition Against Discrimination

The City and the Association agree that neither party to this Agreement, its officers, agents, representatives, members or employees shall discriminate against employees during and after their probationary period of employment because of race, color, religion, sex or national origin. Guarantees against discrimination shall, in addition, apply to promotions, upgrading, apprentice, job-training, transfers, layoffs, rehiring and discharges.

4.04: Freedom to Associate

There shall be no intimidation or coercion of employees into joining or not joining the Association or continuing their membership therein.

4.05: Prohibited Activities

There shall be no strikes or other concerted stoppage of work or slowdown by any employee; nor shall any officer or representative of the Association authorize, instigate, aid or condone any such activity.

4.06: Activities on City Time

There shall be no Association activity on City time except as set forth herein:

A. Association Meetings

There shall be no time off allowed for local Association meetings. However, the City shall permit designated representatives of the Association time off, with pay, from their regularly scheduled hours only for the purpose of attending the educational and business portions of the meetings, conferences and/or conventions of statewide organizations to which the Association belongs; provided, however, that the attendance of employees shall be scheduled so that the attendance of the designated representatives shall not result in any increased cost to the City.

The Association shall notify the City, at least ten (10) days in advance of the absence scheduled for this purpose, which notice shall be sufficient if in writing, designating the individuals selected to represent the Association, and the length of time that they are to be absent from their responsibilities. A failure to provide the necessary notice shall relieve the City from the obligation to compensate the designated representatives.

B. Association Business

The City shall permit members of the Association who are designated by the Association as its official representatives to have a reasonable period of time off, without pay, to conduct the affairs of the Association, limited, however, as follows:

1. Bargaining Committee
Maximum of three (3) members, with pay, at any one session;
2. Grievance Processing
Maximum of one (1) member, with pay, at any one session.

The Association shall designate, in advance, the official representatives selected to perform the foregoing functions. The designations shall be sufficient if in writing, and delivered to the Chief.

C. President

The president of the Association shall, at the start of his or her term of office, be accorded the privilege of receiving a work assignment between the hours of 7:00 a.m. and 3:00 p.m. Furthermore, as heretofore set forth, he or she shall be accorded the privilege of having sufficient and adequate uninterrupted time allotted to him or her to conduct any and all appropriate and necessary Association business with no loss of pay, so long as this privilege does not unduly interfere with the operations of the Waterloo Police Department. In the event of his or her sickness and/or absence, in excess of two (2) weeks, such rights shall be designated and accorded to the First Vice President of the Waterloo Police Protective Association, and subsequently to other such officers as may be designated in line of command.

4.07: Access to City Property

The President shall be permitted reasonable access to City property at reasonable times when necessary to transact legitimate Association business pertaining to the administration of this Agreement. Advance notice of departmental space use shall be given to the Chief, or his or her designee.

4.08: Posting of Notices

The Association shall have the right to post notices on a bulletin board maintained in the officer's room. Notices from the Association shall be signed by an officer of the Association and will be considered the responsibility of the Association. Unsigned notices may not be posted. Notices shall be posted in such a manner so as not to obstruct other notices. All notices shall be removed promptly after they have served their purpose. Defacing, adding to, or writing over any general notice, or posting unofficial bulletins or notices shall be prohibited.

ARTICLE V: SALARIES AND SHIFT DIFFERENTIAL

5.01: Salaries

Commencing July 1, 2006 and continuing thereafter until and including June 30, 2009, the salary schedule shall be as outlined in Addendum "A" for Wage Rates effective 7/1/05, adjusted by across-the-board increases for all classifications referenced in Addendum A as follows:

July 1, 2006 - 3.0%
July 1, 2007 - 3.5%
July 1, 2008 - 4.0%

Upon appointment to the rank of Sergeant, an individual shall be assigned to the appropriate pay level based on a formula of one point for each year of departmental seniority. Sergeants shall progress through the pay levels based on a combination of one point for each year as a Sergeant and one point for each year of departmental seniority. The points shall be calculated based on the beginning of each year of service. For example, an officer appointed to the rank of Sergeant shall be awarded one point, as a Sergeant, on the date of appointment.

Sergeant - Level 1	5 - 14 points
Sergeant - Level 2	15 - 22 points
Sergeant - Level 3	23 - 30 points
Sergeant - Level 4	31 + points

5.02: Shift Differential

Officers assigned to the first watch shall receive no shift differential. An employee whose regular tour of duty begins on or after 2:00 p.m. shall receive, in addition to his/her base salary, the amount of fifty cents (50¢) per hour shift differential for each hour worked, regardless of when those hours are worked. For purposes of calculating numbers of hours, an employee's appearance fifteen (15) minutes prior to the designated duty shift of that employee for purposes of attending "report" shall not be considered as time eligible for compensation by night differential.

5.03: Physical Fitness Allotment

All employees who successfully complete the annual physical fitness requirements, as set forth by the City and attached to this Agreement in Addendum C, shall receive eight (8) hours of compensatory time. This allotment shall be credited to the employee's compensatory time bank during the pay period following the successful completion of the fitness test.

ARTICLE VI: HOURS OF WORK

6.01: Definition

Officers assigned to the Patrol Division will have a schedule based on a 6-3 rotation. Officers not assigned to the Patrol Division will generally be assigned a 5-2-work schedule with Saturday and Sunday being their normal days off. The Association and the City agree that these schedules will allow one additional workday per month that will normally be scheduled as a training day. Officers may not

work more than sixteen (16) hours of assigned duty in a twenty-four (24) hour period, excluding mandatory assigned overtime.

Officers assigned to the Investigative Division, Watch I and II, will work a 5-2 schedule to include a weekend rotation for one investigator each weekend. The eight hours worked each day of the weekend will be paid straight time and will cover both 1st and 2nd shift hours.

6.02: Meals and Break Periods

During each eight (8) hour tour of duty, each member shall receive forty-five (45) consecutive minutes for meals and two (2) break periods, each consisting of fifteen (15) consecutive minutes. Meals and break periods shall be paid time off.

6.03: Work Day

An employee's day of work shall be that calendar day of the week on which the tour of duty begins.

ARTICLE VII: OVERTIME AND COMPENSATION FOR COURT APPEARANCE

7.01: Definition of Overtime

Work in excess of an employee's basic workweek, or tour of duty, is overtime. An employee's work week or tour of duty shall not be altered or changed during any work week for the sole purpose of avoiding overtime compensation, except as outlined in §1.10, 9.05 and 23.01, nor shall any voluntary exchange of a "work week" between employees result in any overtime compensation to either employee resulting from the exchange.

7.02: Payment or Crediting of Overtime

Overtime shall be paid or credited pursuant to the following:

A. Overtime Compensation or Compensatory Time

Overtime shall be paid either as paid overtime compensation or as compensatory time. Compensatory time shall mean additional time off from regular duty hours. An officer shall decide at the time overtime compensation is earned whether he or she wishes to receive said compensation in the form of overtime pay or compensatory time.

B. Hours in Excess of Forty (40)

All time worked in excess of an employee's regularly scheduled tour of duty, plus the time required for roll call and briefing, as defined above, shall be paid at not less than one and one-half (1½) times the employee's regular rate of base pay. Compensatory time shall also be computed at the rate of time and one-half (1½) for the hours worked.

C. Overtime for Holidays

Employees who are scheduled to work on a scheduled holiday shall be compensated for all overtime hours worked, at the rate of time and one-half (1½) their regular rate of pay. Compensation may either be in the form of compensatory time or wages.

7.03: Compensatory Time

A. Accumulation of Compensatory Time

An employee may accumulate no more than 320 hours of overtime compensable as 480 hours of compensatory time or the maximum allowable number of compensatory time hours, as set by the Federal Government, whichever is greater. Compensatory time may be carried forward as long as it does not exceed the above criteria.

B. Utilization and Pay out of Compensatory Time

A police officer shall be eligible to have up to twenty-four (24) hours of accrued compensatory time paid out in cash once per year. Such pay out shall be made in the first full pay period following the end of the fiscal year. The remainder of the time shall be banked towards the 480-hour limit. Each following year only 24 hours of accrued compensatory time would be eligible for payout. At the time of an officer's resignation, termination or retirement, both disability and service, the officer's accrued compensatory time shall be paid out to the officer as cash.

7.04: Seniority and Assignment of Overtime

The City retains the right to order or request any employee to perform overtime duty when required. Overtime required or requested by the City shall be distributed as equally as practicable among the employees covered by this Collective Bargaining Agreement; however, when there is more than one sergeant working on an overtime assignment, the City reserves the right to designate, regardless of seniority, which sergeant will be in charge. An overtime call list shall be maintained by the department for this purpose. In the unlikely event, however, that the City shall be unable to secure sufficient manpower as required on a voluntary basis, the department shall keep an involuntary recall list starting with the least senior employee on the shift to be required to work the first involuntary recall. Thereafter, the involuntary recall will rotate up the seniority list with the same process being followed until such time as manpower needs of the City are met.

7.05: Exclusions from Overtime

A. Award Ceremonies, Promotional Examinations, Disciplinary Hearings

Any employee who is attending award ceremonies or promotional examinations shall not receive any overtime because of hours directly or indirectly involved therein. An officer who is required to attend their own disciplinary hearing shall not be entitled to overtime if the hearing results in the officer receiving disciplinary action.

B. Reporting for a Physical

An employee ordered to report for physical examination while he or she is on extended sick leave for more than thirty (30) days shall receive no credit for time involved, nor overtime for any hours directly or indirectly involved in obtaining said physical.

7.06: Compensation for Court Appearance

The parties mutually recognize that because of the nature of the employee's employment, Court appearances are required and can, when so required, interfere with the regularly scheduled plans of the employee. The following procedures and benefits shall govern such Court appearances:

A. Minimum Compensation for Required Appearance

Any employee required to appear before any Court of any duly authorized body having subpoena powers or Grand Jury by compulsion and/or by direction of the Chief of Police or Public Official in pursuance of his or her duties as a police officer or as a result thereof, shall receive a minimum amount of compensation of two (2) hours pay at the rate of time and one-half for any time spent there when he or she is not actually on a regular tour of duty except as follows:

If the required appearance is for one (1) hour or less immediately before or after the officer's shift, and on a day the officer is scheduled to work or has worked, the officer shall be entitled to compensation for a minimum of one (1) hour at the overtime rates of pay as outlined in 7.02(A).

An employee required to appear for any duty-related legal proceedings, including trial preparations, depositions, Court appearances, by compulsion and/or by direction of the Police Chief, or his designee, outside of the regular tour of duty, on a scheduled day off, holiday, compensatory time, or trade day shall receive a minimum of two (2) hours of pay at one and one half (1½) times the officer's base hourly rate.

An employee required to appear for any duty-related legal proceedings, including trial preparation, depositions, Court appearances, by compulsion and/or by direction of the Police Chief, or his designee, on a 73/74 day scheduled pursuant to 10.02 shall receive a minimum of two (2) hours of pay at two (2) times the officer's base hourly rate.

B. Payment for Actual Time in Excess of Minimum

If the employee in fact spends in excess of two (2) hours at such appearance as specified in paragraph A of this Section, he or she shall be compensated for the full amount of time actually spent at the overtime rate applicable.

C. Notice and Compensation for Required Court Appearance

The City shall attempt to notify its employees, who will be off duty at the time of their court appearance, before 10:00 p.m. on the day prior to their scheduled court appearance. Notification shall be deemed made if a completed call or message for the employee is left at his or her residence. In the event that the City is unable to give the notification above to off duty employees, the employee shall receive a minimum of three (3) hours overtime at the appropriate rate of pay for appearing before the Court. If the required appearance is scheduled one (1) hour or less immediately before or after the officer's shift, and on a day the officer is scheduled to work or has worked, the officer shall be entitled to compensation for a minimum of one (1) hour at the appropriate overtime rates of pay as outlined in 7.02(A) and 7.02(B).

D. Notice and Compensation for Cancellation of Required Court Appearance

In the event that the case for which the off duty employee has been notified and called to testify is cancelled, the City shall notify such employee as soon as possible, attempting to communicate notification no later than 6:00 a.m. on the day of court for a morning court appearance and no later than 9:00 a.m. on the day of court for an afternoon court appearance. Notification shall be deemed made if a completed call or message for the employee is left at his or her residence. In the absence of notification, as provided above, the employee shall be credited with two (2) hours overtime at the appropriate rate. If the required appearance is scheduled one (1) hour or less immediately before or after the officer's shift, and on a day the officer is scheduled to work or has worked, the officer shall be entitled to compensation of one (1) hour at the appropriate overtime rates of pay as outlined in 7.02(A) and 7.02(B).

7.07: Overtime Records

The City shall maintain records of overtime for each employee, which records shall be available for inspection by the employee. Compensatory time off may be taken at any time upon consent of the Chief of Police, or his or her designee, which consent shall not be unreasonably withheld. Request should be made five (5) days in advance, when possible.

ARTICLE VIII: STAND BY PAY, RECALL, TRADE TIME AND WORKING OUT OF RANK

8.01: Stand By Pay - Compensation Rate and Term

An employee placed on standby by the City through the Chief of Police, or his or her designated representative will receive one (1) hour straight time pay for every four (4) hours or less of standby. An officer who is carrying a radio, beeper or pager is not considered to be on standby.

8.02: Definition of "Standby"

Standby shall be defined for purposes of this paragraph as meaning when an employee receives a command from the Chief of Police, or his or her designated representative, advising him or her to avail himself or herself for work upon call by the Chief of Police or his or her designated representative.

8.03: Recall

A. Definition of Recall

Recall is defined as a communication to an officer by the Police Chief or his designated representative that occurs more than two (2) hours prior to when an officer is regularly scheduled to begin his/her shift.

B. Compensation

An officer who is recalled as defined above shall receive a minimum of two (2) hours credit as time worked at the applicable rate of pay.

C. Compensation at Overtime Rate

Any time credited on a recall shall be compensated for on the same basis as overtime.

D. Recall During Vacation-Expense Reimbursement

If an officer is notified that he or she shall be recalled prior to or during his or her vacation period for mobilization, for partial-mobilization or for Court or Grand Jury appearance, he or she shall be reimbursed for all his or her actual provable expenses for which the employee received no benefit and cannot receive a refund (e.g., airline ticket deposits or other deposits which cannot be refunded). Those items which the employee receives a benefit from (e.g., clothing purchases, car repairs or equipment purchased, etc. which can be used at a later date) shall not be defined as provable expense for this section.

E. Vacation Time Lost Due to Recall

If an officer has, in fact, departed for his or her vacation and is recalled, he or she shall have one of the two following options:

1. Option - To Postpone Further Vacation

If an officer has been recalled during his or her vacation, at a place other than his or her

residence, he or she shall, at his or her option, be given back the lost portion of the vacation period from which he or she has been recalled, and shall be compensated while on duty at his or her regular rate of pay.

2. Option - To Return to Vacation with Expense and Time Reimbursement
In the alternative, if an officer has been recalled from his or her vacation at a place other than his or her residence, he shall be entitled to be paid both for traveling expenses and a day's pay for eight (8) hours or less in traveling. All such time as the officer spends in traveling and in working, shall be compensated at the rate of one and one-half (1½) times his or her regular rate of pay.

8.04: Trade Time

A. Trades Permitted Within Equal Ranks and Division

Employees shall have the right to trade with officers of equal rank within the same Division at no additional cost to the City. Both officers involved in the trade shall give written notice twenty-four (24) hours in advance of the beginning of the shift, unless otherwise agreed, of the impending trade to the Chief of Police, or his designated representative, as soon as possible after the officers agree to the trade. The notice shall be sufficient if it specifies the date and shift on which the trade is to be effective and is signed by both parties to the trade and the Watch Commanders of both parties involved.

B. Trade Time Excluded from Overtime

Neither employee engaged in trade time shall have said trade time treated as overtime for purposes of this Agreement.

C. Trade Time Subject to Approval

Upon receiving the notice of the intention to trade time from the employee, the Chief of Police, or his or her designated representative, may deny such trade time by affirmatively notifying the employee that said trade time as proposed will not be allowed. Such request for trade time may not be unreasonably denied and the employee may request the Chief of Police, or his or her authorized representative, to put in writing the reason for the denial. A denial of trade time with one employee shall not preclude the employee seeking said trade time to send notice of his or her intention to trade time with another employee for the same time as previously submitted to the Chief of Police or his or her authorized representative.

D. Employee Responsibility for Traded Time

An employee who accepts the responsibility of working for another employee on a regularly scheduled workday as part of a trade will be responsible for the work on that day. If the responsible employee is unable to or shall fail to report for work, he/she will be appropriately charged for the absence. The employee that accepts the responsibility to work for another officer shall not trade his/her responsibility to another officer.

E. Accounting for Trade Time

Trade time should be used only when the ordinary ways of obtaining time off are not available. Only sixteen (16) trade time events may be used during each year and may not be accumulated

from one year to another. For purposes of accounting, only the officer initiating the trade will be debited with one trade time event. No consenting officer may work more than two (2) consecutive trade time events. Trade time will not be used for absence from any scheduled departmental training.

8.05: Working Out of Rank

A. Compensation

An employee who is working out of his or her rank pursuant to orders received from a duly authorized superior officer, and who bears the responsibility and authority of that rank, will be paid at the salary at the lowest step of the higher rank currently being paid during the time in which he or she acts in the capacity of the higher rank, except as provided in paragraph B of this section.

B. Definition

For purposes of this section, working out of rank is defined as an Officer working as a Sergeant or a Sergeant working as a Lieutenant. After working out of rank one (1) day, and starting on the second (2nd) day, the Officer shall receive pay at the lowest Sergeant's pay grade and a Sergeant shall receive pay at the lowest current Lieutenant's pay for all hours worked out of rank.

ARTICLE IX: HOLIDAYS/UNSCHEDULED LEAVE

9.01: Holidays Defined

The following days shall be considered holidays for the purpose of this Section:

1. New Year's Day
2. Martin Luther King Jr's Birthday (3rd Monday in January)
3. Memorial Day
4. Easter
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Friday after Thanksgiving Day
10. Day before or day after Christmas Day (at the discretion of Mayor)
11. Christmas Day
12. Employee's Birthday

Officers assigned to a shift shall celebrate Christmas Eve Day and Christmas Day as the Christmas Holidays. Officers assigned to Support Services shall follow the days outlined in 9.01(10) and (11).

9.02: Special Designated Holidays

In addition to an employee's normal allotment of Holidays, an additional holiday shall be given to each employee when the Mayor designates a day not listed in this Section to be a holiday.

9.03: Recall on Holiday at Overtime Rate

Except as outlined in 9.05, an employee who is not regularly scheduled to work on a holiday, or who is taking a 73/74 day scheduled pursuant to 10.02, but is called in to work on such day, shall be compensated at the rate of two (2) times his/her regular rate of base pay for each hour worked, but with respect to a scheduled 73/74 day only if, at the time recall is requested, the employee notifies the supervisor requesting recall that such employee is on a scheduled vacation day.

9.04: Unscheduled Days Off

Except for employees hereinafter provided for in 9.05, all employees shall be entitled to one (1) unscheduled tour of duty off for each holiday recognized in this Section, or a total of ninety-six (96) hours per calendar year. In addition, an employee may, at the time of scheduled leave designation, reserve up to thirty-two (32) hours of scheduled leave to be used as unscheduled leave.

The hours designated as unscheduled leave may be taken any time during the calendar year earned and during the first two (2) months of the following calendar year. The use of unscheduled leave hours may be denied for reasons related to departmental staffing and shall not generate any overtime expense for the City; their use shall not be unreasonably denied. If denied, the affected employee shall have the right to challenge the denial through the use of the grievance procedures set forth in this Agreement. If not used before March 1 of the succeeding year, the unused unscheduled tour of duty off shall be forfeited or paid out as provided in 9.06.

9.05: Holiday/Unscheduled Leave for Administrative and Staff Officers

Except for officers assigned to patrol, investigations, police lab, and special enforcement positions, administrative and staff officers working a regular tour of duty, Monday through Friday, shall observe the Holidays listed above on the days that the Holidays are observed by the City and City Hall is closed for that observance. In addition, the following shall control work and/or compensation for holidays.

A. Overtime Pay for Work on a Holiday

An employee who is ordered and actually works on a holiday shall be paid overtime pay at the rate of one and one-half (1½) times the regular rate of pay for all hours worked on stated holiday, plus eight (8) hours of holiday pay.

B. Unscheduled Leave

An employee may reserve, from his/her scheduled leave, up to eight (8) days that shall become his/her unscheduled leave. This unscheduled leave shall be subject to all of the provisions of this Article governing use and payout.

C. Illness/Injury Day

An employee who wishes to avoid loss of scheduled time off due to a non-work-related illness/injury of up to two (2) days shall have the option to work a full tour of duty on a scheduled holiday(s) on the following conditions:

1. Meaningful Work

That there exists meaningful work as determined by the Chief, or his designee, to be performed on that day which the employee is qualified to perform; and

2. Regular, Straight-Time Rate of Pay

All hours worked on the requested tour of duty on the holiday shall be compensated at the regular straight time rate of pay for that employee.

As an alternative, the employee may elect to utilize a previously scheduled tour of duty off or to take a day of unpaid leave.

9.06: Unscheduled Leave Pay Out

At the end of each calendar year, an employee shall be eligible to receive pay for each hour of unscheduled leave time not used. This pay out will be made at the employee's regular rate up to a maximum of sixty-four (64) hours of pay. For each hour of unscheduled leave time the employee used during the year to cover his/her absence due to non-work-related illness/injury, one (1) hour shall be deducted from the employee's possible pay out. An employee must have at least eight (8) hours of time eligible for pay out remaining in order to receive a pay out. Each employee with remaining unscheduled leave shall designate on or about the first of December of the calendar year which hours will be claimed for pay out and which hours will be claimed as time off to be used on or before March 1. This pay out shall be made on the Friday after the first pay day in January of the new calendar year.

ARTICLE X: VACATION / SCHEDULED LEAVE

10.01: Scheduled Leave Accrual

From and after January 1, 1994, all employees shall receive an accrued calendar year of credit for scheduled leave as hereinafter provided in this Section. Employees who begin employment after January 1, 1994, shall receive a pro-rated amount of scheduled leave, calculated by multiplying the appropriate number of hours, as set forth below, by the number of full months remaining in the calendar year, and then dividing by twelve (12). All part-year adjustments shall be handled in the same manner. Employees shall receive hours off, with pay, in accordance with the following schedule:

After one (1) year	112 hours
After two (2) years	160 hours
After six (6) years	208 hours
After thirteen (13) years	256 hours
After twenty (20) years	304 hours

10.02: Utilization of Scheduled Leave

Prior to the beginning of each calendar year, an employee shall choose the dates on which he/she wishes to take his/her scheduled leave. These choices will be granted by seniority and under the direction of the Chief of Police.

10.03: Scheduled Leave--Non-Cumulative

Scheduled leave must be taken within the calendar year and cannot be accumulated and used in the following year unless specifically authorized by the Chief of Police.

10.04: Compensation and Eligibility

The following absences during a calendar year shall not be considered as days worked for purposes of calculating scheduled leave eligibility and accrual: layoff, long term non-work-related disability leave outlined in 13.03, sick leave of more than ninety (90) days, and unpaid leave of absence of thirty (30) consecutive calendar days or more.

ARTICLE XI: HEALTH INSURANCE

11.01: Medical/Dental/Prescription Insurance

The City shall offer, for employees covered by this Agreement, and his/her dependents, the alternative medical program #3 and alternative prescription drug plan #1, as set forth in the plan summary dated 1/31/06.

11.02: Employee Participation/Contribution

In order to be eligible for health insurance benefits, employees (whether single or family coverage) shall contribute to the total monthly premium in the following percentages, subject to the monthly maximums stated below, to be paid by automatic payroll deduction:

		<u>Single</u>	<u>Family</u>
July 1, 2006	5.0%	\$15	\$25
July 1, 2007	5.0%	\$20	\$30
July 1, 2008	5.0%	\$25	\$35

The foregoing is contingent on the Association's review of the alternative medical plan #3 and alternative prescription drug plan #1, as set forth on the plan summary dated 1/31/06.

11.03: Section 125 Option

Pursuant to the terms and conditions of Section 125 of the Internal Revenue Code, as amended, each employee, at his/her option, may elect to set aside a portion of his/her wages, pre-tax, to be used to pay his/her incurred medical and child care expenses only during the Calendar Year. Any amounts set aside but not used for these purposes shall be forfeited.

11.04: Policy Substitution

The City shall, however, at any time, have the right to substitute a comparable policy or program with the approval of the employee's bargaining representative, which approval shall not be unreasonably withheld.

11.05: New Employee Coverage

New employees will not be provided paid insurance coverage for the first one hundred twenty (120) calendar days of employment. The employee may purchase a single or family policy with health coverage and prescription coverage at a cost comparable to COBRA premiums. The employee will bear the full cost of this insurance until the expiration of the one hundred twenty (120) calendar day probationary period.

11.06: COBRA

The City will extend current insurance benefits, at the individual's cost, as stipulated by the COBRA legislation and outlined through City policy.

ARTICLE XII: LIFE INSURANCE & DEATH BENEFIT

12.01: Life Insurance

The City hereby agrees to furnish and/or provide, at no cost to the employee, life insurance coverage in the amount of Twenty Thousand Dollars (\$20,000.00). In addition, the policy shall provide the individual employee the opportunity to purchase, at his/her own expense, additional term life insurance upon approval by the insurance company. The additional insurance may be purchased in increments of One Thousand Dollars (\$1,000.00) up to a maximum equal to each employee's salary rounded to the nearest thousand at the basic premium rate. Such insurance shall be offered in July and December, at which time an employee may make the initial purchase, increase the amount to the levels previously outlined or decrease the amount.

12.02: Death Benefit

In addition to any benefits provided under Chapter 411 of the Code of Iowa, the City shall pay the sum equal to the employee's preceding year's salary to the designated beneficiaries of said employee whose death occurs during a tour of duty or which results from trauma in or from the performance of his or her duties under the terms of his or her employment. Trauma is defined as an injury resulting from an external cause related to a particular incident or series of incidents arising in the performance of duty.

ARTICLE XIII: SICK LEAVE AND DISABILITY

13.01: Sick Leave Accumulated Prior to July 1, 1984

All sick leave accumulated by an employee prior to July 1, 1984, shall be placed in a "Frozen Sick Leave Bank". Sick leave in the frozen bank shall remain available for use by the employee during his/her employment and pay out shall be made at termination of employment as follows:

A. Pay Out After Five (5) Years of Service

Upon termination of employment, any employee with a minimum of five (5) years of service shall receive, in cash remuneration, a sum equal to fifty percent (50%) of the sick leave accumulated in the frozen bank, which payment shall be calculated at his/her regular hourly rate of pay.

B. Pay Out After Fifteen (15) Years of Service

Upon termination of employment, any employee with a minimum of fifteen (15) years of service shall receive, in cash remuneration, a sum equal to sixty percent (60%) of the sick leave accumulated in the frozen bank, which payment shall be calculated at his/her regular hourly rate of pay at the time of termination.

C. Sick Leave Pay Out Upon Qualified Termination of Employment

Except for an employee terminating employment following expiration of disability payments who shall be paid in a lump sum, an employee may elect, at his/her option, in lieu of the total lump sum pay out provided for above, to take fifty percent (50%) of the amount calculated above to extend his/her termination date beyond the employee's actual departure date. During this period, the employee would continue to receive his/her appropriate payroll checks as though his/her employment was continued to the extended termination date. The accrual of sick leave, vacation and funeral leave would terminate, however, as of the employee's actual departure date.

Holidays and health and life insurance benefits would continue until the termination date. The remaining balance shall be paid to the employee in a lump sum as a part of his/her final payment upon termination.

D. **Annuitize Frozen Sick Leave Hours**

In lieu of the lump sum pay out of frozen sick leave outlined in Section 13.01(A) & (B), an individual with a minimum of eight hundred (800) hours of frozen sick leave may, upon voluntary termination of his/her employment or retirement, select one of the two options outlined below. The selection of one of these options must be made by the employee at least thirty (30) calendar days prior to the employee's date of retirement or termination and such decision shall be irrevocable. The payment of frozen sick leave will be based on the employee's rate of pay at the time of retirement or termination, regardless of the option chosen.

OPTION #1

An employee may receive an initial lump sum pay out of twenty-five percent (25%) of the appropriate number of frozen sick leave hours and choose to annuitize the remainder, in equal payments, over a period of five (5) years;

or

OPTION #2

An employee may choose to annuitize, over a period of five (5) years, the entire amount of sick leave hours that are available for pay out to the employee.

An employee selecting a lump sum payment as outlined in Section 13.01(A) & (B) or the twenty-five percent (25%) lump sum payment as outlined in Option #1 may either receive the lump sum pay out upon leaving employment or defer payment of the lump sum pay out until the 2nd pay period in January of the calendar year following the employee's date of retirement or termination. The election of when to receive the lump sum payment must be made by the employee at least thirty (30) calendar days prior to the employee's last day of employment and such decision shall be irrevocable. All lump sum payments, regardless of when paid, shall be interest free.

An employee selecting either option #1 or option #2 shall receive the same percentage of total sick leave hours paid out, based on years of service, as outlined in 13.01(A) & (B) of the contract.

An employee electing to annuitize their frozen sick leave pay out under either option #1 or #2 must, prior to the actual date of retirement or termination, select either a monthly, quarterly or annual payment schedule. The initial payment, dependent upon the payment schedule selected, shall be made as follows: either at the end of the first full month following retirement or termination and each month thereafter; at the end of the first full quarter following retirement or termination and at the end of each full quarter thereafter; or within one month from the date of retirement or termination and each year thereafter. The payment schedule selected cannot be altered after the payments commence. Under both options, the first payment that an employee receives shall be without interest. Thereafter, the employee shall receive equal installments based on the interest rate established and the payment schedule selected.

The interest rate to be received by the individual shall be the interest rate paid by the City in the most recent general obligation bond sale for maturities of five (5) years held prior to the employee's actual date of retirement or termination. Once established, the interest rate for each employee will not be altered during the life of the payments.

Each employee shall be required to sign an agreement outlining the payment schedule and acknowledging the interest rate established. In addition, the employee will be required to designate, in case of death prior to the last payment, a beneficiary or beneficiaries. The beneficiary/beneficiaries, following the death of the retiree, will have thirty (30) calendar days to select either continuing payments or a lump sum payment. Failure to make a selection will result in the processing of the remaining available sick leave hours in the form of a lump sum payment.

An employee whose employment is terminated by the City shall not be eligible for either option one or option two and shall receive a lump sum pay out of the frozen sick leave as outlined in Section 13.01(A) & (B).

E. Pay Out of Frozen Sick Leave While Still Employed

In addition to the lump sum payment option and the annuitization option available to an officer at the time of resignation, termination or retirement an officer still employed by the City will have the following available options for payment of the frozen sick leave hours:

1. Effective December 1 through December 15 during the term of this Agreement, an officer may elect to convert the sixty percent (60%) payable portion of their frozen sick leave bank to compensatory time, so long as the hours converted do not exceed the four hundred eighty (480) hours allowed in the compensatory bank. The conversion of frozen sick leave hours to compensatory time is a one-time selection. An officer who selects this option and has less than one hundred (100) frozen sick leave hours remaining may request to have the sixty percent (60%) of the remainder paid out as soon as administratively possible and the forty percent (40%) placed in the storage bank. An officer who has more than one hundred (100) hours of frozen sick leave remaining, following the contribution to the compensatory bank, shall have these remaining hours paid out at the time of resignation, termination or retirement as outlined in 13.01. The forty percent (40%) non payable portion of the frozen sick leave hours will be placed in the officer's sick leave storage bank and will be available for use, but will not be eligible for a payout as outlined in Article 13.02(B).
2. Effective December 1 through December 15 during the term of this Agreement, an officer who has six hundred (600) hours or more in their frozen sick leave bank may elect to receive the sixty percent (60%) payable portion of their frozen sick leave hours in one hundred four (104) equal installments to be paid out over a period of four (4) years starting with the first full pay period occurring in July of the following calendar year. The officer will receive these payments, as a miscellaneous adjustment, to the officer's regular paycheck at the rate of pay that the officer is receiving at the time the officer elects this option. The payments will be subject to federal and state tax. Once an officer selects this option, it is irrevocable and he/she must continue with the series of payments until they are completed. If the officer resigns, terminates employment or retires prior to the last payment, the remaining hours will be paid out in a lump sum

payment. The forty percent (40%) non payable portion of the frozen sick leave hours will be placed in the officer's sick leave storage bank and will be available for use, but will not be eligible for a pay out as outlined in 13.02(B).

Example of Conversion of Frozen Sick Leave Bank

1000 hours of frozen sick leave
x 60 % payable
600 hours

600 hours divided by 104 pay periods = 5.77 hrs payable per pay period at the officer's rate of pay at the time this option is selected.

3. Effective immediately, an officer who has formally declared in writing his or her intention to retire, may elect a bi-weekly pay out option of his or her frozen sick leave, while still employed. In order to be eligible for this option, the officer's retirement must take place within the same fiscal year as the written notice of intent to retire. The hours to be paid bi-weekly will be calculated by reducing the frozen sick leave by sixty percent (60%). This hourly total will then be divided by the number of pay periods that will occur between the officer's written declaration of intent to retire and the actual date of retirement and the hours multiplied times the officer's hourly rate of pay at the time the officer declared his or her intention to retire to determine the amount to be received bi-weekly. The officer shall continue to receive the bi-weekly payments through the pay date that includes the date the officer selected in his/her written declaration of intent to retire. The payments will be made at the same pay rate the officer was receiving at the time he or she declared his or her intention to retire. Once an officer begins receiving the bi-weekly payments, the officer's decision to retire and the date of retirement is irrevocable.

13.02: Annual Sick Leave Credit

A. Accumulation

From and after January 1, 1994, all employees shall be given an annual credit for forty-eight (48) usable sick leave hours. These hours will be placed at the commencement of the calendar year in the Storage Bank. Employees who begin employment after January 1, 1994, shall receive a prorated amount of sick leave calculated at the rate of four (4) hours per full month remaining in the calendar year. Employees shall not be eligible to accrue, utilize, or receive credit for any sick leave benefits while on layoff, long term non-work-related disability leave outlined in 13.03, or an unpaid leave of absence of thirty (30) consecutive calendar days or more.

B. Adjustments Upon Termination of Employment

There will be no pay out upon an employee's separation from City employment from the storage sick leave bank. For those employees who terminate their employment relationship prior to the end of the calendar year, any unearned, but used sick leave hours shall be reimbursed by the employee to the City through a deduction from his/her last paycheck or termination pay out.

13.03: Disability

The City shall provide each employee with a two (2) year, ninety (90) calendar day deductible, long

term disability policy, guaranteeing to the employee seventy percent (70%) of his/her gross base hourly wage each pay period (base hourly rate x 80 hours). Taxes/contributions normally withheld or deducted from an employee's payroll check and/or paid by the City as the Employer's share (e.g., Federal and state withholding, pension, etc.), shall be calculated at the same rate as designated on the employee's W-4 form and paid by the City and employee to the appropriate governmental organization. In order to satisfy the deductible portion of the policy, the employee would be allowed to utilize his/her accrued sick leave benefits and, if necessary, other paid leave including vacation/scheduled leave, accrued holidays/unscheduled leave, and compensatory time.

During the ninety (90) calendar day qualification period, an employee on paid leave shall continue to accrue benefits. An employee who exhausts his/her paid leave shall be placed in an unpaid leave status and shall cease to accrue benefits, except for seniority, after an unpaid leave of thirty (30) calendar days or more. After the ninety (90) calendar days when the employee begins to receive disability payments, all benefits, except for seniority and health insurance, shall be frozen. The employee will continue to receive disability payments until it is determined that the employee is capable of returning to work, up to a maximum of twenty-one (21) months, or until the employee is placed on pension in accordance with Chapter 411 of the Code of Iowa.

Upon the exhaustion of the disability period at the end of two (2) years, the employee shall then be laid off. All accumulated benefits, except for pay out from the frozen sick leave bank, shall be paid to the employee on the date the employee is laid off. The employee shall receive his/her frozen sick leave pay out, if any, on the date he/she is removed from the Recall or Preferred List, or upon his/her resignation from or termination of City employment.

13.04: Sick Leave - Accrual and Utilization during the Probationary Period

During the first one hundred twenty (120) calendar day period of the one-year probation, employees shall accrue sick leave benefit hours, but shall be ineligible to use sick leave benefit hours unless authorized by the Chief or his/her designated representative. After completion of the first one hundred twenty (120) calendar days of the probationary period, the employee shall be allowed to utilize accrued sick leave as needed.

13.05: Use of Sick Leave Credit

An employee may claim use of sick leave benefit for any non-work related illness/injury or any illness/injury of a member of the employee's immediate family subject to the limitations set forth herein. An employee using sick leave shall be compensated for the hours claimed as though he/she had worked those hours at his/her regular hourly rate of pay. Sick leave in the storage bank shall not, however, be available for use by the employee until he/she has been absent for three consecutive tours of duty due to non-work-related illness/injury. For the first two (2) consecutive tours of duty, or any portion thereof, absence for non-work-related illness/injury shall be charged against an employee's accumulated leave time in the following order of priority:

1. Unscheduled leave, as provided in 9.04
2. Scheduled leave, as provided in 10.01
3. Sick Leave from the employee's frozen bank as provided in 13.01 or unpaid leave.

The employee must first exhaust unscheduled leave, then scheduled leave, and then sick leave from his/her frozen bank or unpaid leave, at the option of the employee.

13.06: Serious Illness Leave

A. Time Off

An employee may be granted up to five (5) days off per year for the purpose of visiting or attending to a member of his or her immediate family who is seriously ill. For purposes of this Agreement, members of the employee's immediate family shall include an employee's spouse, parent, child, step-child or foster child. The employee shall receive pay for these days at the regular straight time rate for the period of his or her absence as a charge against or deduction from accumulated benefits as defined in 13.05.

Additional time off may be granted to the employee by the Chief of Police, or his/her designee, for good cause shown, which additional time off shall be reimbursed only to the extent of the employee's accumulated and unused sick leave, vacation, holidays or compensatory time for the year in which the claim is made.

If an employee is allowed by the Chief of Police, or his/her designee, to take additional time off after having returned to work for the purpose of caring for or attending to the needs of an immediate family member who is seriously ill, and thirty (30) days not having passed since the return to work, the employee shall not be required to use their scheduled or unscheduled time for their first days of this leave under 13.05, but rather begin to immediately draw from the accumulated sick leave bank,

B. Notice

Notice shall be given to the Department prior to the employee's absence, as soon as possible of the intent to use serious illness leave, but in no event later than the start of the shift which the employee is scheduled to work, except in emergencies. Failure to notify the Department shall relieve the City of the responsibility to compensate the employee during his or her absence.

C. Non-Cumulative

Serious illness leave shall be non-cumulative from year to year.

D. Verification

Any employee wishing to take advantage of the leave provided for in this Section may be required to verify the basic entitlement facts and his/her presence with the family member.

13.07: Injury Defined and Exclusion of Duty-Connected Injuries

Injury shall be defined as any disablement rendering the employee unable to perform his/her normal and usual occupational duties, as certified by a physician designated by the City. Such disablement need not require confinement to hospital, bed or home. Any absence resulting from a duty-connected injury shall not, in any manner, be charged to an employee's sick leave storage bank or his/her frozen sick leave. In such instances, he/she shall be paid his/her regular base rate of pay.

13.08: Illness While on Duty and Pro-Rate for Part-Time Return

An employee who becomes ill while on duty and is unable to continue his/her tour of duty shall be credited for the number of hours actually worked. In order for an employee to be compensated for any

hours not worked, he/she shall be required to utilize his/her paid leave as provided in 13.05. For ill or injured employees who return to work part-time, all benefits payable or accruable under this Agreement shall be pro-rated on the same basis as the employee's part-time hours bear to full-time employment.

13.09: Verification and Penalty for Abuse

In the event the City shall have reason to suspect that an employee is abusing the utilization of sick leave benefits, the City, after warning, shall have the right to demand documentation from an appropriate professional person to substantiate the employee's need for utilization of sick benefits, or in the alternative, the right to demand the employee submit to a physician of the City's choice for examination and verification of the illness or injury submitted by the employee as the basis for the utilization of sick leave benefits, which examination shall be at the City's expense. Should the City determine that an employee is abusing the sick leave provisions of this Agreement, the City shall have the right to take appropriate disciplinary action which shall include, but is not limited to, termination of employment, suspension of employment, forfeiture of sick leave benefits, and required reimbursement for sums paid by the City for sick leave benefits previous to the discovery of the abuse. Repetitive patterns of an employee's claims for sick leave may be considered as or deemed to constitute abuse.

ARTICLE XIV: UNIFORMS AND EQUIPMENT

14.01: Uniforms and Cleaning Allowance for All Employees

All uniforms and equipment, as reasonably required for all members of the Association, shall be provided by the City at its sole cost and expense. The City shall pay to each employee, the sum of Four Hundred and Fifty Dollars (\$450.00) per year for the cleaning of uniforms, maintaining of equipment, shoe allowance and other personal equipment. A new employee shall receive a prorated cleaning allowance based on the number of complete months an employee will work in the contract year. Payment shall be made on the Friday following the first pay day in July.

14.02: Additional Clothing Allowance for Non-Uniform Officers

Non-uniform officers shall, in addition to 14.01 above, receive the sum of Three Hundred Dollars (\$300.00) per year as a clothing allowance. All of the aforementioned payments shall be paid in addition to and separate and distinct from salary payments. Said clothing allowance shall be paid in equal parts during the third and ninth month of the City's fiscal year. An officer who is transferred to plain clothes in the middle of the contract year shall be eligible for pro-rated clothing allowance. Payments will be based on the number of complete months an employee will work in the contract year. Payment shall be in equal parts following the first pay day in September and March.

14.03: Temporarily Assigned Employees

Any employee assigned by the Chief of Police to perform duty in plain clothes for a continuous period of not less than three (3) months shall receive a pro-rated share of the aforementioned clothing allowance.

ARTICLE XV: LEAVES OF ABSENCE

All absences from employment shall be unexcused unless authorized in this Article, or in some other portion of this Agreement.

15.01: Jury Duty

During the absence for the performance of jury duty, the employee shall be paid at his/her regular rate of pay for eight (8) hours, less all compensation including mileage and parking by him/her for service as a juror. Jury panel members will return to work at the time they are released by the judge, unless they have completed six (6) or more hours of jury duty in a given day. Such time off shall be counted as time on duty for purposes of seniority.

15.02: Religious Leave

Any employee whose religious affiliation requires the observance of holidays other than those scheduled in this Agreement shall be excused from his/her employment for the observance of such holiday without pay.

15.03: Military Leave**A. Extended Leave**

In the case of military leave, regular full-time employees shall be accorded all rights as are prescribed by the Military Code, Code of Iowa. In such event, the employee must present a statement to the Employer after termination of the military service, which must contain the following information:

1. The date it is prepared;
2. The date of induction;
3. The date of release from duty;
4. The employee's name;
5. The employee's rank; and
6. The title, address and name of the commanding officer who prepared and executed the statement or certificate.

Failure to file such a statement and report promptly after completion of military service shall subject the effected employee to loss of benefits which may have accrued to him/her under this Agreement during his/her absence, and to a loss of entitlement to pay during the periods of time between his/her termination of service and his/her attempted return to work for the City. Further, the employee, upon prompt filing of the Application for Reinstatement [within thirty (30) days of his/her discharge from the Armed Forces] shall be entitled to exercise his/her right of seniority with respect to employment opportunities which may arise within the City's organization.

B. Monthly Guard/Reserve Training

Any employee ordered to attend weekly or monthly Reserve or National Guard training on a scheduled work day will be required to give prior notification to the Police Chief and to report to work immediately upon completion of his/ her military training if released prior to the end of the officer's regularly assigned work shift. Only those military days which fall on an employee's regularly scheduled workday shall be counted towards the employee's granted number of military days. The only exception to this is that an employee's regularly scheduled days off that fall in between the employee's two weeks of annual active duty shall be counted towards the annual number of paid military days. In addition, employees agree to provide to their designated Supervisor by January 31st of each year the dates of their scheduled weekend and two-week drill times.

15.04: Educational Leave of Absence

A leave of absence for a period not to exceed one (1) year will be granted an employee who has one (1) or more years of seniority in order that the employee may attend a recognized college, university, trade or technical school full-time. Not more than two (2) members of the department shall be granted this right during one (1) year. Determination of the two (2) employees to be allowed the educational leave of absence shall be determined on a seniority basis. A request for a leave of absence to attend primary or high school will be regarded as being within the intent of this paragraph. Before receiving a leave of absence, or extension thereof, the employee shall submit to the City satisfactory evidence that the college, university, trade or vocational school has accepted him or her as a student, and that he or she has successfully enrolled in a course of study at the institution. Upon the expiration of each semester, other school term or upon the completion of each class, the employee shall submit proof of attendance during the term. After an employee has completed one (1) year at an accredited institution, he or she shall return to the department for a minimum of one (1) year before being eligible for another education leave of absence. Such leaves may be extended for additional periods not to exceed one (1) year each.

Further, an officer shall only be entitled to an educational leave of absence if he or she shall enroll as a full-time student at an accredited institution. The definition of a full-time student shall be as defined by the University of Northern Iowa, Cedar Falls, Iowa, or Hawkeye Community College, Waterloo, Iowa.

An officer absent as contemplated in the first paragraph of this Section shall have maintained for him or her by the City, all appropriate insurance benefits that would be available to the regularly employed officer of the Department.

An officer, in agreeing to have the City maintain insurance benefits for an educational leave of absence as contemplated in the first paragraph of this Section, shall agree to reimburse the City for all expenses incurred in maintaining his or her insurance in the event he or she fails to return and remain with the Department for one (1) year following completion of his or her educational leave of absence.

Seniority while on approved leave of absence shall be accrued in accordance with 400.12 of the Code of Iowa. While on an approved leave of absence, accrual of or compensation for sick leave, vacation, clothing allowance, holiday pay and longevity, shall be prorated based on full quarters worked in the fiscal year during which the leave occurred.

15.05: Maternity Leave**A. Granting of Maternity Leave**

Maternity leave shall be granted if requested by a female employee. Any temporary disabilities caused or contributed to by pregnancy and/or childbirth shall be considered a personal illness and all regular sick leave benefits, rules, and regulations shall apply the same as any other illness/injury/disability.

B. Extended Maternity Leave Without Pay

A leave of absence beyond the time of medical confinement for pregnancy and childbirth may be granted without pay or sick leave benefits for a period not to exceed six (6) months. If an extended leave of absence is anticipated, a request for a leave shall be filed with the Police Chief thirty (30) days prior to the anticipated absence.

- C. **Family Medical Leave (FMLA) Male Employees**
Male employees requesting FMLA leave for the birth of a child shall be limited to using one week (6 days) of accrued sick time. Additional requested FMLA may be charged to otherwise available benefits, or the officer may request unpaid leave.

15.06: Extended Unpaid Leave of Absence

An extended unpaid leave of absence may be granted by the City to an employee on the following terms and conditions:

- A. **Good Cause**
An unpaid absence by an employee for an extended period of time, beyond those previously provided for in this Article, may be granted by the City in its sole discretion and for good cause shown.
- B. **Notice and Time Limitation**
In the event an employee desires to secure an extended unpaid leave, he/she shall notify the City of such a request in writing, which request shall be sufficient if forwarded to the City. The City shall respond to the employee's request in writing, which response shall contain a time limitation. The time so specified cannot be extended beyond the current contract year unless otherwise agreed by the parties, and shall in no event extend beyond a period of one (1) year from the date of the original application for such leave.
- C. **Termination**
Should an employee fail to so apply, or to return to his/her employment responsibilities at the time specified by the parties, he/she shall be deemed to have terminated his/her employment and shall further forfeit any and all benefits which may have accrued to him/her, and to which he/she may be entitled under this Agreement.
- D. **Benefits**
No benefits shall continue to accrue or be accumulated by an employee on an extended unpaid leave of absence, except for Civil Service seniority as set forth in Chapter 400, Code of Iowa. Life insurance shall continue to be provided at the City's expense, and an employee shall have the option to remain on the City's health insurance, drug prescription and dental plan at his/her own expense by making satisfactory arrangements with the City.

ARTICLE XVI: FUNERAL LEAVE

16.01: Definition of Immediate Family

For the purpose of this Agreement, members of the employee's immediate family shall include an employee's spouse, child, father, mother, brother, sister, step-parent, grandparent, grandchild, son-in-law, daughter-in-law, parent-in-law, brother-in-law, sister-in-law, foster parent, step-child or foster child. An Officer shall receive up to one (1) shift of paid leave to attend the funeral of an aunt or uncle if the actual day of the funeral occurs on a day the officer is scheduled to work.

16.02: Time Off

In the event of a death within the immediate family of the employee, the City shall allow the employee

up to four (4) working days' leave with pay at his or her regular straight time rate for the period of absence for the purpose of attending the funeral of the family member.

16.03: Additional Time Off

A. Complications

Should complications arise in making funeral arrangements due to unusual circumstances, additional days off may be taken, subject to the approval of the Chief of Police, which approval shall not be unreasonably withheld, with such additional days being deducted from accumulated and unused vacation, sick days, holidays or compensatory time.

B. Out-of-State Funerals

Subject to the approval of the Chief of Police, which approval shall not be unreasonably withheld, the employee shall also be granted additional days off for any of the aforementioned deaths when the funeral is to be held outside the State of Iowa. Additional days taken by the employee shall be deducted from an employee's accumulated and unused vacation, holidays or compensatory time. No more than ten (10) days shall be granted with pay for any one (1) funeral.

16.04: Notice

An employee intending to utilize funeral leave shall give notice of such intention to the Chief of Police as soon as reasonably possible after the decision is made to do so. Failure to give such notice shall relieve the City of any responsibility to compensate the employee during his or her absence.

16.05: Non-Cumulative

Funeral leave, as provided for herein, shall be non-cumulative from year to year.

16.06: Verification

Acceptable proof of the funeral, the employee's attendance, and the employee's relationship to the deceased may be required by the Chief of Police prior to granting payment for such leave.

16.07: Limitations - Return to Work

Funeral leave shall be limited in that an employee, in order to receive compensation, shall be required to return to work on the first work day following the day immediately after the funeral which has been attended.

ARTICLE XVII: GRIEVANCE PROCEDURE

The following shall govern and control the rights of the parties and the members of the Association with respect to the processing and disposition of grievances.

17.01 : Purpose

It is hereby acknowledged by both parties that the purpose of the Grievance Procedure is to attempt to secure, at the lowest possible level, without unnecessary interference or interruption of the work activities of the parties or the employees, equitable solutions to the problems affecting the parties or the members of the Association, which may from time to time arise under this Agreement. Both parties

hereto agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

17.02: Procedure

The procedure for the processing of a grievance shall be as follows except that an officer may elect to appeal a suspension, demotion or discharge to the Civil Service Commission.

A. Level One

Within five (5) calendar days of the occurrence or the employee's discovery of the occurrence which gives rise to the grievance, an employee may initiate a grievance by verbally bringing same to the attention of his or her shift or division supervisor. This presentation by the employee shall be made during regular working hours, so long as it does not unnecessarily interfere with or interrupt the employee's work activity. Should the employee so desire, the Association representative may be present during the time that the grievance is being verbally presented to the employee's shift or division supervisor. In the event that informal discussion at the time that the grievance is first presented shall fail to resolve the grievance to the satisfaction of the employee, the grievance shall be eligible for consideration at the next level.

B. Level Two

In the event that the grievant wishes to pursue the grievance further after completion of Level One, the employee shall reduce the grievance to written form, and present the grievance to the Chief of Police, or his or her designee, with a copy forwarded to the Human Resources Director, within ten (10) calendar days of the date that the grievance occurred, or was discovered by the employee. The Chief, or designee, shall answer the grievance so presented in written form, by forwarding a copy of his or her decision to both the employee and to the Association within five (5) calendar days following receipt of the written grievance from the employee. Failure of the Chief, or designee, to respond in writing, as above provided, shall result in the grievance being found in favor of the grievant.

C. Level Three

Should the grievant wish to pursue the grievance further after completion of Level Two, the employee and/or a representative of the Association shall, within twenty (20) calendar days following the date the grievance occurred or was discovered by the grievant, advise the Human Resources Director of his or her intention to submit the grievance to the Mayor by delivering a copy of the grievance to the City Human Resources Department. The Human Resources Director shall have a period of five (5) calendar days to conduct an investigation into the merits of the grievance and attempt to resolve the issue to the grievant's satisfaction. Thereafter, the grievance shall be forwarded to the Mayor for determination. This advisement shall be in written form, dated and signed by the grievant. Following consideration, the Mayor shall, within five (5) calendar days after receipt of the grievance from the Human Resources Department, respond in writing with respect to the grievant, a copy of which written response shall be forwarded to the employee and the Association. Failure of the Mayor to so respond shall render the grievance eligible for advancement to the next Level.

D. Level Four

In the event that the grievance remains unresolved after the completion of Level Three, the employee shall forward to the Human Resources Director, written notice of his/her intention to

proceed to arbitration. Such notice shall be forwarded to the Human Resources Director within five (5) calendar days following the date of the decision by the Mayor, or his or her failure to timely respond with respect to the grievance. Upon receipt of the notice, the Human Resources Director shall advise the PERB of the need for an arbitrator. The written notice forwarded to the PERB shall request that they nominate five (5) candidates from their roster of arbitrators maintained by them from which the arbitrator will be finally selected. Upon receipt of the list of the five (5) nominees, the parties shall first determine by lot which shall strike the first name, and thereafter the parties shall proceed to alternately strike one name at a time from the list until only one name remains. The nominee whose name remains shall be the arbitrator who shall resolve the grievance.

1. Conference and Hearings

The arbitrator so-selected shall be notified of his or her selection in writing by the Human Resources Director. The arbitrator may confer with the representatives of the City and the Association, or may hold formal or informal hearings, examine witnesses and documents, take testimony and receive evidence, require the attendance of witnesses, and the production of records, to assist in making a decision. Such hearing shall be held promptly and the arbitrator shall issue his or her decision as soon as possible after the close of the hearings, or if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him or her. The arbitrator's decision shall be in writing and shall set forth his or her findings of fact, along with his or her reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to both parties, in such written form, and shall be binding upon both parties.

2. Limitations on Arbitrator's Jurisdiction

The arbitrator, in his or her opinion, shall not amend, modify, ignore or add to the provisions of this Collective Bargaining Agreement. His or her authority shall be strictly limited to deciding only the issue(s) presented to him or her in writing by the City and Association, and his or her decision must be based solely upon his or her interpretation of the meaning or application of the express relevant language of the Collective Bargaining Agreement.

3. Costs

Arbitrator's fees and expenses shall be the sole responsibility of the party who fails to prevail. Prevail is defined as the side that has the majority of issues decided in its favor. In the event of a split of the issues, the cost shall be borne equally by the parties. Any and all other expenses incurred with respect to the arbitration shall be paid by the party incurring said expenses. Such expenses shall include the costs of replacing a witness-employee, if such replacement is reasonably necessary, who shall appear before the arbitrator, which expense shall be borne by the party who shall call the witness.

17.03: Miscellaneous Provisions

A. Written Form

The formal grievance at Level Two shall be submitted in written form. The writing shall include a brief factual description of the violation and a reference to the provision of the Agreement, rule or regulation violated. Forms for this purpose shall be provided but failure to use the provided forms shall not invalidate the grievance if timely filed, in writing, containing the information

required above.

B. Group Grievance

If a grievance affects more than one (1) employee of the Department, or more than one (1) division, such a grievance may be commenced at Level Two of the foregoing procedures. In such event, and in order to be considered timely filed, such a grievance must be filed by the aggrieved person(s) within ten (10) calendar days of the date on which the grievance occurred, or was discovered by the employee(s). Thereafter, a group grievance shall follow the procedure set forth above.

C. Employee Representative

Any aggrieved person(s) may be represented at all levels of the grievance procedure by himself or herself, a representative of his or her choosing, or at his or her option by a representative of the Association.

D. Privacy at Meetings - Open Hearing

All meetings conducted under the foregoing grievance procedure shall be held in private and shall include only authorized representatives of the City, the aggrieved person(s) and witnesses and their representatives. Hearings before an arbitrator shall, however, be open to the public.

E. Exclusive Remedy

Should an aggrieved person present a grievance to a forum other than designated in this Article, such presentation by the aggrieved person shall relieve the City of any and all further obligation to process a grievance through the procedures set forth herein. Further, it is understood and agreed that for those matters which fall within the definition of this Article, the procedure set forth herein shall constitute the sole and exclusive remedy of the parties hereto and the employees included herein.

F. Employee Right

Any employee presenting a grievance shall be free to do so without fear of interference, coercion, restraint, discrimination or reprisal.

ARTICLE XVIII: LABOR-MANAGEMENT COMMITTEE

18.01: Purpose and Meetings of Committee

The parties hereby agree to form a Labor-Management Committee to discuss the concerns of either party. The Committee shall meet as needed, at the request of either party. All meetings of the Committee shall be confidential.

18.02: Membership of Committee

The Committee shall be composed of the following:

A. For Management

1. Mayor (Co-Chair of Committee);
2. Chief of Police or designee;
3. Two (2) members of the Public Safety Committee;
4. Human Resources Director or designee.

B. For Association

1. President (Co-Chair of Committee);
2. Two (2) persons designated by the Association.

Either party may exclude one (1) or more of its representatives and both parties may invite additional persons to attend if relevant to the topic under discussion. Further, either party may, after discussion of any issue at a Labor-Management Committee meeting, place that subject on the agenda of the City Council.

ARTICLE XIX: DISCIPLINARY PROCEDURES

19.01: Notice

No disciplinary action shall be taken against an employee until notice has been given to the employee of the action to be taken.

ARTICLE XX: PERSONNEL FILES

20.01: Employee Access

The City agrees that an employee shall be allowed to see any file, except active internal investigation files, which the City, Police Department and any Shift or Division of the department shall have on him or her, upon twenty-four (24) hour notice to the Chief of Police. In addition, thereto, an employee shall be informed or notified of any charge preferred against him or her before requiring him or her to respond in writing.

20.02: Employee Objection to Included Material

If, upon examination of the file, an employee objects to material in the file, he or she may furnish a statement to be included with the material in question. Such statement will be retained with the file as long as the subject matter of the dispute remains in the file.

20.03: Access to Employee Files by Others

In addition to the employee, as set forth in 20.01, access to the employee's personnel files will be limited to the following:

- A. Chief of Police;
- B. Confidential Secretary to the Chief of Police;
- C. Mayor;
- D. City Human Resources Director, for the following purposes:
 1. promotion or demotion;
 2. disciplinary action;
 3. verification of benefits;
 4. grievances;
 5. general employee survey.

Under no circumstances, and at no time, shall any of the aforementioned parties be allowed to release information in an employee's file other than as a part of unidentified statistics, to any other agency or outside party, unless it is specifically authorized by the employee.

20.04: Reports Excluded Where Charges Not Preferred

The City agrees that any written report required to be filed by an employee when charges are not preferred shall not become a part of his or her personnel file.

20.05: Removal of Material After Determination - Not Guilty

Immediately upon determination, charges and specifications and all references thereto shall be removed from the personnel folder of the employee if he or she is found not guilty after an administration hearing, or after proceedings are reversed by a court of competent jurisdiction, or any other hearing or grievance procedure which finds in favor of the employee, and the same shall then be destroyed. It will be the employee's responsibility to request that the material be removed and destroyed.

20.06: Reference to and Use of Guilty Determination

A. Oral and Written Reprimands

If an employee is found guilty of any charges and specifications and said guilty determination results in the employee receiving an oral or written reprimand, and provided the employee has not been found guilty of any other violation of the rules and regulations during the succeeding two (2) years, then the said charges and specifications and determination thereof may not be used in any administrative proceeding subsequent to said two (2) year period, nor may it be taken into consideration for any promotion after said two (2) year period. After the two (2) year period and upon the employee's request, all materials concerning the reprimand shall be removed from the employee's personnel file and destroyed. In the event an employee is found guilty of another violation of the rules and regulations during said two (2) year period, then the two (2) year period will commence running from the date of the determination of the subsequent violation of the rules and regulations.

B. Reprimands Other than Oral or Written

If an employee is found guilty of any charges and specifications and said guilty determination results in the employee receiving a suspension, dismissal from duty or sanction other than an oral or written reprimand, and provided that the employee has not been found guilty of any other violation of the rules and regulations during the succeeding five (5) years, then the said charges and specifications and determination thereof may not be used in any administrative proceeding subsequent to said five (5) year period, nor may it be taken into consideration for any promotion after said five (5) year period. After the five (5) year period and upon the employee's request, all material concerning the infraction shall be removed from the employee's personnel file and destroyed. In the event an employee is found guilty of another violation of the rules and regulations during said five (5) year period, then the five (5) year period will commence running from the date of the determination of the subsequent violation of the rules and regulations.

ARTICLE XXI: EMPLOYEE LIABILITIES AND RESPONSIBILITIES

21.01: Duty Hours

A. Active Duty

Police officers shall not be presumed or considered to be "on duty" twenty-four (24) hours per day. However, all police officers shall be presumed to have police powers twenty-four (24)

hours per day. Any action taken by a member of the force on his or her time off, which would have been taken by an officer on active duty if present or available, shall be considered police action and the employee shall have all of the rights and benefits concerning such action as if he or she were then on active duty. The employee shall be compensated for the time spent in this activity at the rate of overtime pay, as heretofore-defined in Article VII. Employees under suspension or off-duty due to an illness or injury are prohibited from working extra work or work outside the department that may involve taking any type of police action or would require any activity listed in the City of Waterloo job description for police officer.

B. Civil Suit

In the event of any civil suit brought against a police officer arising from the performance of the police officer acting within the scope of his/her duties, in which the municipality is a part of the suit, the municipality shall provide an attorney with the cost to be borne by the municipality.

C. Bearing Arms

While all officers are presumed to have police powers twenty-four (24) hours per day, they shall be required by the City to bear arms only during their regular duty shift, or when they are being compensated by the City for the performance of their duties. Officers may bear arms while off duty, at their own risk and responsibility, unless and until the officer takes off-duty action as is provided in 21.01(A) above.

21.02: Indemnity

The City shall maintain, at its expense, full and adequate liability insurance coverage for all police officers for all acts and omissions in the performance of their duties as police officers in the City. Such coverage shall also insure police officers against claims for punitive or exemplary damages arising out of such acts. The limits of liability for coverage of punitive or exemplary damage shall not be less than one million dollars (\$1,000,000) per person and one million dollars (\$1,000,000) per occurrence.

ARTICLE XXII: EQUIPMENT AND SAFETY

22.01: Equipment

A. Working Conditions and Proper Equipment

Motor vehicles and other equipment furnished to or used by employees shall be in proper working condition, shall conform to all requirements of law, and shall contain proper emergency and safety equipment and supplies.

B. Mileage Expense Allowance

An employee shall not receive a mileage allowance for reporting to duty, but shall be reimbursed for mileage incurred while traveling on City business in his or her own personal motor vehicle. Said mileage allowance shall be reimbursed at the cents per mile rate as established by the State of Iowa, paid on a claim form submitted to the Chief of Police.

If an employee submits a request to attend a non-mandatory training seminar, where the registration, meals, lodging and all other expenses are paid either by the employee or by a source outside the police department budget and the employee is granted educational days by their

immediate supervisor to attend the seminar, the City may provide a City vehicle depending on vehicle availability, for travel to and from the training site. Multiple employees requesting to attend the same training seminar will travel in the same vehicle. The employee shall be allowed to fill the City vehicle's gas tank both prior to leaving for the training and upon returning from the training. The employee attending the training shall pay for any additional fuel needed.

Should the training be held outside the State of Iowa, the use of a City vehicle shall be at the discretion of the Chief of Police or his/her designee.

C. Compensation for Damage to Personal Vehicle

The City shall compensate any employee for any damage sustained to said employee's motor vehicle while said motor vehicle is being operated within the scope of the employee's duty under the direction of the Chief of Police, or any motor vehicle operated by an employee with the knowledge and consent of the owner within the scope of the employee's duty as stated above. However, if the damage is as a result of the violation of a departmental policy, the officer shall not be reimbursed.

D. Compensation for Damage to Personal Property

The City shall compensate any employee for any damage sustained to said employee's personal property when such damage or injury was sustained while the employee was performing duties within the scope of the employee's employment with the City.

22.02: Safety

The City will not require an officer to take any form of police action without sufficient backup to provide reasonable personal security to the officer. Staffing levels shall be determined by departmental policy.

ARTICLE XXIII: IN-SERVICE TRAINING

In general, it is understood that it is the City's responsibility to train the employees so as to provide them with sufficient skill to perform their duties. On the other hand, in general, it shall be the employee's responsibility to secure, at the employee's expense, training leading to promotion or salary advancement.

23.01: Required Training Seminars

All training seminars at which the employee shall be required to be in attendance shall be conducted as follows:

A. Training During Regular Shift

The attending employee shall be paid his or her regular pay for each day of attendance. The City reserves the right to temporarily reassign an employee so that his or her duty hours correspond with those of the training seminar, on condition that attendance at the seminar is the employee's sole duty assignment. An employee shall not be required to report for a training seminar within eight (8) hours following the completion of his or her last regularly scheduled tour of duty.

B. Training During Employee's Time Off

An employee required to attend a training seminar on one (1) or more of his or her regularly scheduled days off from work shall have the option to do either of the following:

1. Option #1 - Subsequent Days Off
He or she may, upon his or her return, take off the number of days equal to those lost during the seminar; or
2. Option #2 - Compensatory Time
The first forty (40) hours of a required training seminar shall be compensated at straight time and anything in addition to forty (40) hours will be compensated at time and one-half (1½).

C. Fees and Expenses

All registration fees, if any, shall be paid by the City. All expenses incurred for attendance at training seminars outside Black Hawk County shall be paid by the City upon verification by the employee.

23.02: Optional Training Seminars

An employee desiring to increase competence who attends a training seminar on his or her own time, and at his or her own expense, may, by securing prior approval from the Chief, be reimbursed for the registration fee for the course upon presentation of evidence of satisfactory completion of the course.

23.03: Notice

Announcements concerning training seminars shall be posted on the training bulletin board.

23.04 : Officers Assigned as Instructors

The Department shall have the right, with a seven (7) calendar day notice, to change the tour of duty of an officer who is assigned as an Instructor. The Instructor's attendance at the training shall be the Instructor's sole duty assignment for that day. An Instructor who is assigned to instruct on his/her scheduled days off shall be reimbursed at one and one-half times (1½) the Instructor's base rate of pay.

ARTICLE XXIV: SENIORITY

24.01: Determination of Seniority

Seniority shall be determined by the employee's length of service as a police officer in the Department. Time spent in the armed forces on military leaves of absence, and other authorized leaves and time lost because of duty-connected disabilities shall be governed by the seniority provisions of Chapter 400, Code of Iowa, as amended.

24.02: Posting of Seniority

An up-to-date seniority list showing the names, lengths of service dates and departmental assignments and rank shall be maintained for inspection by employees.

24.03: Forfeiture of Seniority

An employee shall forfeit his or her seniority rights only for the following reasons:

A. Termination

He or she resigns or terminates his or her service prior to his or her retirement.

- B. Dismissal
He or she is dismissed and is not reinstated.
- C. Retirement
He or she retires on regular service retirement.

24.04: Principles of Seniority

The City, in filling a job opening (an employment vacancy not controlled by the promotion rules of Chapter 400 of the Code of Iowa), providing that the eligible employees are sufficiently and equally qualified, shall consider seniority as a factor in the final determination of the employee to be selected to fill the vacancy.

24.05: Rights of Seniority

The choice of vacation shall be by classification seniority as a Police Officer, consistent with the efficient operation of the Department. However, City-wide seniority shall prevail in regard to the accrual of benefits.

24.06: Reduction of Police Department

In the event it becomes necessary to reduce the police force, departmental seniority shall govern layoffs and recalls. The employee lowest on the seniority list shall be the first laid off and the last to be recalled.

The parties to this Contract agree that the City has discussed establishing a non-sworn job classification in the Police Department, titled "Police Aide". The parties have also agreed that the classification of "Police Aide" will be excluded from this Contract and excluded from the jurisdiction of the Waterloo Police Protective Association. In addition, the City agrees that all Police Aides will be laid off prior to the reduction of sworn police officers regardless of whether the reduction of sworn police officers is due to a layoff or due to attrition.

24.07: Seniority in Selection of Shifts

The parties mutually recognize that the Waterloo Police Department is divided into shifts. For purposes of determining staffing of shifts, when an employee obtains a rank, he or she shall start with the lowest seniority for purposes of that rank in shift selection. Once each year on January 1, or as close thereto as practical, each employee may select the shift which he or she works. Only at the annual shift selection date mentioned herein shall bumping from one shift to another be permitted and then only on the basis of seniority within the rank.

24.08: Temporary Reassignments

The City reserves the right to reassign employees for special temporary duty not to exceed ninety (90) calendar days. Such reassignments shall not be made in an arbitrary or capricious manner and the Police Department will attempt to notify, except in an emergency, the affected employees seven (7) calendar days prior to the reassignment taking place. The Police Department shall attempt to limit the number of times a Police Officer can be temporarily reassigned to twice (2) in the Contract year.

ARTICLE XXV: SEPARATION PAY AND RETURN OF MATERIALS

Notwithstanding any other provision of this Agreement, any employee who separates from service during the term of this Agreement shall be paid all accrued cash benefits provided for in this Agreement, including wages, compensatory time, unused sick leave per the provisions of 13.01, unused accrued holiday/unscheduled leave, and earned vacation at the time of separation. Payment by the City of these amounts due the employee shall be conditioned upon the employee's return of all City property in his or her possession and deduction for any obligation owed by the employee to the City.

ARTICLE XXVI: NEW EMPLOYEE REIMBURSEMENT AGREEMENT

All new Police Recruits shall be required to sign a Reimbursement Agreement, as outlined in Addendum "B", after an offer of employment has been made. Refusal to sign this agreement will result in the offer of employment being rescinded.

ARTICLE XXVII: SCOPE AND TERM OF THE AGREEMENT

27.01: Scope of the Agreement

This Agreement disposes of all matters which are the proper subject of collective bargaining between the parties and no modifications hereof shall be effective except by mutual consent of the parties evidenced in writing.

27.02: Term of the Agreement

This Agreement shall be in full force and effect from and after July 1, 2006 to and including June 30, 2009 and shall continue in full force and effect from year to year thereafter, unless either party shall give written notice to the other of its intention and desire to change and/or modify, amend, or terminate the same no later than the first day of October preceding the expiration date of this Agreement, or any annual renewal period thereof.

ARTICLE XXVIII : PAYROLL DEDUCTIONS

The City agrees to make payroll deductions for Association membership dues from employees who have signed authorization cards.

ARTICLE XXIX: SEVERABILITY

In the event any provision of this Agreement be adjudged in conflict with any law, ordinance or regulation of the State or Federal government, or any department thereof, said provisions shall be null and void, but all other provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____, 2006.

CITY OF WATERLOO, IOWA

By: _____
Mayor

By: _____
Human Resources Director

WATERLOO POLICE PROTECTIVE ASSOCIATION

By: _____

By: _____

By: _____

ADDENDUM A

Wage Rates 7/1/06-6/30/07 (3.0%)

Classification	Hourly Rate	Annual Salary
1st Year Police Officer	\$18.26	\$37,980.80
2nd Year Police Officer	\$19.50	\$40,560.00
3rd Year Police Officer	\$20.80	\$43,264.00
4th Year Police Officer	\$22.28	\$46,342.40
8th Year Police Officer	\$24.19	\$50,315.20
18th Year Police Officer	\$24.69	\$51,355.20
25th Year Police Officer	\$25.27	\$52,561.60
Sergeant Level 1 (5-14 points)	\$25.75	\$53,560.00
Sergeant Level 2 (15-22 points)	\$26.23	\$54,558.40
Sergeant Level 3 (23-30 points)	\$26.70	\$55,536.00
Sergeant Level 4 (31 + points)	\$27.44	\$57,075.20

Wage Rates 7/1/07 - 6/30/08 (3.5%)

Classification	Hourly Rate	Annual Salary
1st Year Police Officer	\$18.90	\$39,312.00
2nd Year Police Officer	\$20.18	\$41,974.40
3rd Year Police Officer	\$21.53	\$44,782.40
4th Year Police Officer	\$23.06	\$47,964.80
8th Year Police Officer	\$25.04	\$52,083.20
18th Year Police Officer	\$25.55	\$53,144.00
25th Year Police Officer	\$26.15	\$54,392.00
Sergeant Level 1 (5-14 points)	\$26.65	\$55,432.00
Sergeant Level 2 (15-22 points)	\$27.15	\$56,472.00
Sergeant Level 3 (23-30 points)	\$27.63	\$57,470.40
Sergeant Level 4 (31 + points)	\$28.40	\$59,072.00

FY04 Wage Rates 7/1/08 – 6/30/09 (4.0%)

Classification	Hourly Rate	Annual Salary
1st Year Police Officer	\$19.66	\$40,892.80
2nd Year Police Officer	\$20.99	\$43,659.20
3rd Year Police Officer	\$22.39	\$46,571.20
4th Year Police Officer	\$23.98	\$49,878.40
8th Year Police Officer	\$26.04	\$54,163.20
18th Year Police Officer	\$26.57	\$55,265.60
25th Year Police Officer	\$27.20	\$56,576.00
Sergeant Level 1 (5-14 points)	\$27.72	\$57,657.60
Sergeant Level 2 (15-22 points)	\$28.24	\$58,739.20
Sergeant Level 3 (23-30 points)	\$28.74	\$59,779.20
Sergeant Level 4 (31 + Points)	\$29.54	\$61,443.20

ADDENDUM B

REIMBURSEMENT AGREEMENT

This Agreement is entered into by and between the City of Waterloo, Iowa (City) and _____ (Employee).

RECITALS

WHEREAS, municipalities such as City incur large expenses in training and certifying police officers such as Employee; and

WHEREAS, experience in City and other municipalities shows that certified police officers seek employment other than at the municipality which trained them; and

WHEREAS, these costs cannot be recouped without Employee committing to a minimum number of years with City; and

WHEREAS, when Employee leaves employment with City without meeting a minimum duration, Employee must reimburse City for its costs.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Iowa Law Enforcement Academy (the Academy)

City and Employee agree that Employee will attend the Academy at City's sole expense to receive certification as a law enforcement officer in accordance with the Academy's training requirements. Training at the Academy is scheduled to begin _____. City shall pay the expense of training and shall pay Employee's regular wages during the training. Employee agrees that he or she will be responsible for reimbursing City in accordance with the rules for reimbursement as set out in Exhibit A, which is attached and by this reference is made a part of this Agreement. Exhibit A, however, is an estimate only and reimbursement shall be for the actual total training expenses as incurred by City as those costs become known to City.

2. Duties

Employee may, at City's option, be required to work for the Waterloo Police Department while attending the training program. That work may entail patrolling, operating the computer system, performing clerical tasks, and any other duties as assigned by the Police Chief or the Chief's designee. The hours expended by Employee in attendance at the training course and service to the Waterloo Police Department shall be subject to the same limitations and compensatory time policies as apply to all police officers of City.

3. Probation

Employee shall be on a probationary period consistent with the Waterloo Police Department's policies and in accordance with Iowa law.

4. Full- time Status

Employee shall serve as a full time police officer for City upon graduation from the Academy and after meeting all criteria necessary to receive proper certification.

5. Minimum Duration Commitment

In consideration of providing this training and incurring all expenses incurred with it, Employee agrees to work

for City as a police officer for at least three (3) years from the date Employee graduates from the Academy and has met all criteria necessary to receive certification.

6. Resignation or Termination for Egregious Conduct

In the event Employee voluntarily resigns from the Waterloo Police Department or is terminated from the Academy for egregious conduct without having served as a certified police officer for at least three (3) years, Employee shall immediately reimburse City for the total training expenses incurred in accordance with the following schedule. For purposes of this paragraph, egregious shall mean conduct which is any act of moral turpitude, or a crime classified as an aggravated misdemeanor or felony under the laws of the State of Iowa, or any conduct unbecoming a police officer as defined in the General Orders of the Waterloo Police Department.

- a. If Employee resigns or is terminated as described above less than one (1) year following completion of approved training, one hundred percent (100%) of the total training expenses.
- b. If Employee resigns or is terminated as described above after one (1) year and up to two (2) years after certification, sixty-six point sixty-seven percent (66.67%) of the total training expenses.
- c. If Employee resigns or is terminated as described above after two (2) years and up to three (3) years after certification, thirty-three point thirty-three percent (33.33%) of the total training expenses.

7. No Reimbursement

If Employee voluntarily terminates employment after the third (3rd) year, or at any time employment is involuntarily terminated by City, Employee shall not be responsible for any reimbursement for total training expenses.

8. Minimum Monthly Payment

Payment of any training costs owed to City by Employee shall be made in consecutive monthly payments in accordance with the following schedule:

- a. At least one hundred dollars (\$100.00) per month.
- b. First payment shall be due thirty (30) days after Employee's date of termination and on the same date of each month thereafter until paid in full.
- c. In the event Employee desires to pay in full, the payment shall be made within sixty (60) days following the date of termination.
- d. Any delinquent payments shall accrue interest at the rate of 1.5% per month until satisfied in full.

9. Alterations to Agreement

This Agreement may not be amended, altered or cancelled without the express written approval of both parties.

Dated this _____ day of _____, 20_____.

CITY OF WATERLOO, IOWA

Chief of Police or Designee

Employee

WATERLOO POLICE DEPARTMENT
Employee Reimbursement
Exhibit A

- | | | |
|----|------------------------|-------|
| 1. | Registration & Tuition | _____ |
| 2. | Lodging | _____ |
| 3. | Meals | _____ |
| 4. | Travel Expenses | _____ |
| 5. | Academy/Equipment | _____ |
| 6. | Clothing | _____ |

ADDENDUM C

Minimal Physical Fitness Performance Requirements Chart

Test MALES AGE	20-29	30-39	40-49	50-59	60+
Sit & Reach	16.5	15.5	14.3	13.3	12.5
1 Minute Sit Up	38	35	29	24	19
1 Minute Push Up	29	24	18	13	10
1.5 Mile Run	12:51	13:36	14:29	15:26	16:43

Test FEMALES AGE	20-29	30-39	40-49	50-59	60+
Sit & Reach	19.3	18.3	17.3	16.8	15.5
1 Minute Sit Up	32	25	20	14	6
1 Minute Push Up	15	11	9	*12	*5
1.5 Mile Run	15:26	15:57	16:58	17:54	18:44

*Females in excess of 49 years of age may do push ups on their knees.
Normative data for these age groups have not been established.